



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement with American Insulation to Administer the Lodi Low-income Residential Weatherization Pilot Program (\$200,000)

MEETING DATE: August 21, 2013

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to execute a Professional Services Agreement with American Insulation to administer the Lodi Low-income Residential Weatherization Pilot Program in an amount not to exceed \$200,000.

BACKGROUND INFORMATION: Staff is proposing to create the City of Lodi's first-ever low-income customer home weatherization program. The *Lodi Residential Low-income Weatherization Pilot Program* would only be offered to those customers currently assigned to the ED or EDMR residential electric utility rate tariffs (these are utility rates provided by the City of Lodi to residential customers who meet the current income guidelines, as established by the San Joaquin County Health & Human Services Agency).

American Insulation, which provides similar program services to Modesto Irrigation District, Pacific Gas and Electric, Sacramento Municipal Utility District, and Turlock Irrigation District, will serve as the pilot program administrator. In this role, American Insulation will assist City staff in marketing the program, identifying eligible customers, conducting on-site assessments of needed energy efficiency measures, and then installing designated and approved energy efficiency measures. Where applicable and possible, American Insulation will utilize Lodi vendors for materials and services. Some of the improvements available under this pilot program include: attic insulation, weather-stripping, caulking, pipe insulation, utility gaskets, air conditioning replacement, installation of hard-wired compact fluorescents, room lighting occupancy sensors, window glass replacement, hot water heater blanket installation, and low-flow faucet aerators and showerheads. On a case-by-case basis, EnergyStar® refrigerators will be provided.

In addition to meeting the income guidelines noted above, customers must (in phase one of this pilot program) own the single-family residence or duplex where energy efficiency measures will be installed. Phase two of this pilot program will include low-income customers who rent a single-family dwelling or duplex/triplex/fourplex. The maximum grant available per qualifying residential unit is \$2,000. Note: the customer will also be eligible for grants from PG&E, increasing the overall number of energy efficiency measures installed at each residential dwelling.

FISCAL IMPACT: The exact fiscal impact cannot be determined at this time; it will depend upon the total number of customer participants in this pilot program. However, an educated estimate of the total energy savings achieved via this program, is roughly 250,000 kilowatt hours of electricity saved, and a dollar impact of approximately \$45,500.

APPROVED: 
Konradt Bartlam, City Manager

FUNDING: Included in FY 2013/14 Budget Account No. 164606.7323



Elizabeth Kirkley
Electric Utility Director

PREPARED BY: Rob Lechner, Business Development Manager

EAK/RSL/lst

AGREEMENT FOR PROFESSIONAL SERVICES

**ARTICLE 1
PARTIES AND PURPOSE**

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2013, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and American Insulation (hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for the Lodi Low-income Residential Weatherization Pilot Program (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

**ARTICLE 2
SCOPE OF SERVICES**

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time For Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be

counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on August 21, 2013 and terminates upon the completion of the Scope of Services or on June 30, 2014, whichever occurs first.

ARTICLE 3
COMPENSATION

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.3 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 Insurance Requirements for CONTRACTOR

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 Successors and Assigns

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910
Attn: Rob Lechner, Business Development Manager

To CONTRACTOR: American Insulation
1380 Venture Lane
Turlock, CA 95380
Attn: Elise Kleiber

Section 4.9 Cooperation of CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase.

Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.21 Federal Transit Funding Conditions

If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

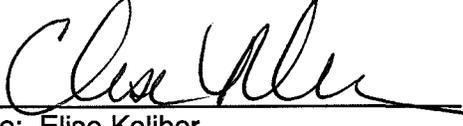
RANDI JOHL-OLSON
City Clerk

KONRADT BARTLAM
City Manager

APPROVED AS TO FORM:
D. STEPHEN SCHWABAUER, City Attorney
JANICE D. MAGDICH, Deputy City Attorney

American Insulation

By: _____


By: 
Name: Elise Keliber
Title: Vice President

Attachments:
Exhibit A – Scope of Services
Exhibit B – Fee Proposal
Exhibit C – Insurance Requirements
Exhibit D – Federal Transit Funding Conditions (if applicable)

Funding Source: 164606-7323
(Business Unit & Account No.)

Doc ID:

CA:rev.07.2013

Exhibit A: Scope of Services

Lodi Low-income Residential Weatherization Pilot Program Scope of Services

Performed

by

AMERICAN INSULATION, INC.

**Elise Kleiber, Vice President
American Insulation, Inc.
ekleiber@americaninsul.com
209-216-1950**

Program Summary

American Insulation, Inc. proposes to furnish and install residential weatherization services including but not limited to attic insulation, CFLs, occupancy sensors, interior/exterior hardwired lighting, caulking and weatherstripping to enhance the homes energy savings capabilities by lowering the homes overall electrical usage. American Insulation, Inc. proposes to perform these services in conjunction with other energy savings measures provided by the gas utility's Energy Savings Assistance Program.

Scope of Services provided:

- Identify income qualified customers in the Lodi Utility area;
- Perform an energy audit of the home;
- Educate the customer regarding energy efficiency practices;
- Perform weatherization services to decrease the homes overall energy usage.
- Perform quality assurance reviews on a percentage of homes to ensure the highest levels of customer satisfaction.

LIGHTING AND COOLING MEASURES PROVIDED BY LODI UTILITY

- 1) WINDOW A/C REPLACEMENT
- 2) CFL'S
- 3) EVAPORATIVE COOLER
- 4) EXTERIOR HARD WIRE LIGHT
- 5) INTERIOR HARD WIRE LIGHT
- 6) OCCUPANCY SENSOR

WATER MEASURES PROVIDED BY THE UTILITY THAT PROVIDES THE FUEL SOURCE TO THE WATERHEATER

- 1) FAUCET AERATORS
- 2) PIPE INSULATION
- 3) SHOWERHEAD
- 4) WATERHEATER BLANKET

WEATHERIZATION MEASURES PROVIDED BY THE UTILITY THAT PROVIDES THE HEAT SOURCE

- 1) ATTIC ACCESS WEATHERSTRIPPING
- 2) CAULKING
- 3) DOOR WEATHERSTRIPPING
- 4) EVAPORATIVE COOLER COVER
- 5) UTILITY GASKETS
- 6) MINOR HOME REPAIR

ATTIC INSULATION

PROVIDED BY THE UTILITY THAT PROVIDES THE HEAT OR AIR CONDITIONING SOURCE.

PGE – R11 OR LESS EXISTING TO QUALIFY – INSTALL TO R30

LODI UTILITY - R19 OR LESS TO QUALIFY – INSTALL TO R38

Exhibit B: Fee Proposal

NOT TO EXCEED \$200,000

THE FOLLOWING PRICES ARE GOOD THROUGH JUNE 30, 2014

American Insulation, Inc
 1360 Venture Lane
 Turlock, CA 95380
 P: (888) 334-6195 F: (209) 216-1954

Elise Kleiber, Vice President

			ALL MINOR HOME REPAIR ITEMS ARE TIME & MATERIAL - LABOR RATE \$57.50
			NUMBERS IN PARENTHESIS ARE MEASURE MAXIMUMS
ATTIC INSULATION		\$1.09 per sq. ft	Attic Access Install (2)
A/C REPLACEMENT	10-15K	\$770.00 each	Ceiling Repair (25sq.ft.)
	18k	\$850.00 each	Cover Plates (all Feas.)
CFL'S		\$7.00 each	Door Jambs (5)
EVAP COOLER		\$750.00 each	Door Patch/ Plate(4)
EXT HWD		\$70.97 each	Door Replacement (2)
INT HWD		\$70.97 each	Exhaust Fan Vent Repair (Attic (3), Dryer (1), and Mobile (1)
OCC. SENSORS		\$51.50 each	Foam Wall Patch (15)
ATTIC ACCESS W/S		\$17.39 each	Glass Replacement (50 sq. ft.)
CAULKING		\$76.56 per home	Glazing Compound
DOORS W/S		\$72.58 each	MHR Shop Fee (1) (for repairs of holes 1" or less)
EVAP COOLER COVER		\$62.42 each	Specialty Glass (\$275)
UTILITY GASKETS		\$33.00 per home	Thresholds (3)
FAUCET AERATORS		\$8.00 each	Vent Repair (AWH (1) and Heater (1))
PIPE INSULATION (ft.)		\$3.90 lineal ft	Wall Repair (Exterior (5 sq. ft.) and Interior (8 sq. ft.)
SHOWERHEADS	Reg	\$27.00 each	Window Assembly Replacement (<12 sq. ft. per window)
	Handheld	\$35.00 each	>12 sq. ft. per window (50 sq. ft.)
WATERHEATER BLANKET		\$60.00 each	Window Sash Repair (2)



Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- | | |
|--|---|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u> | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u> |
| \$1,000,000 Ea. Occurrence | \$1,000,000 - Ea. Occurrence |
| \$2,000,000 Aggregate | |

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95240-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

A copy of the certificate of insurance with the following endorsements, which may be blanket endorsements, shall be furnished to the City:

- (a) **Additional Insured Endorsement**
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional insureds.
(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) **Primary Insurance Endorsement**
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) **Completed Operations Endorsement**
A certificate of insurance with a Completed Operations Endorsement, CG 20 37 07 04, will be provided to the City of Lodi during construction and for three years after acceptance.
- (d) **Severability of Interest Clause**
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (e) **Notice of Cancellation or Change in Coverage Endorsement**
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. A waiver of subrogation is required for workers compensation insurance. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

NOTE: No contract agreement will be signed nor will **any** work begin on a project until the proper insurance certificate is received by the City.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: KO

DATE (MM/DD/YYYY)

07/12/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Schell & Associates Insurance Agency - License #0E75909 7901 Raytheon Road San Diego, CA 92111 Craig W. Schell, Pres.	Phone: 858-541-7177 Fax: 858-541-7821	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: AMERI-3	FAX (A/C, No): NAIC #
	INSURED American Insulation, Inc. 1360-1380 Venture Lane Turlock, CA 95380	INSURER(S) AFFORDING COVERAGE INSURER A: Navigators Specialty Ins Co. INSURER B: Golden Eagle Insurance Corp. INSURER C: Cypress Insurance Co. INSURER D: INSURER E: INSURER F:	NAIC # 10836

APPROVED
 Risk Management
 AUG 12 2013
 By: *[Signature]*

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	SF11CGL017201-02	03/01/2013	03/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BA8632544	04/07/2013	04/07/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	3300064144-132	04/01/2013	04/01/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Weatherization Contract #164606-7323 City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, are named as addl insured per endmt CG2037 07 04 & CG2033 07 04 as required by written contract. Primary wording applies per endmt NPC 800 11 08 as required by written contract. (AIPW)					

CERTIFICATE HOLDER**CANCELLATION**

CITYLO2 City of Lodi 221 W Pine Street Lodi, CA 95241-1910	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Craig Schell</i>
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NOTEPAD:

HOLDER CODE CITYLO2
INSURED'S NAME American Insulation, Inc.

AMERI-3
OP ID: KO

PAGE 2
DATE 08/13/13

WC: Blanket Waiver of Subrogation Endmt Attached as required by written contract.

POLICY NUMBER: SF11CGL017201-02

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE PERFORMING "COMMERCIAL CONSTRUCTION" DURING THE PERIOD OF THIS POLICY AND HAVE AGREED IN A WRITTEN CONTRACT TO ADD AS AN ADDITIONAL INSURED FOR PRODUCTS-COMPLETED OPERATIONS. "COMMERCIAL CONSTRUCTION" DOES NOT INCLUDE ANY HABITATIONAL OR RESIDENTIAL CONSTRUCTION OTHER THAN APARTMENTS OR HOTELS.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following is added to 4. c. Method of Sharing, Section IV – Commercial General Liability Conditions:

However, we will not seek contribution from other insurance available to an Additional Insured endorsed to this policy when you have agreed in a written contract, prior to the loss, to provide such Additional Insured with primary and non-contributing insurance.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA
BLANKET BASIS**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be 2.00 % of the total policy premium otherwise due on such remuneration.

The minimum premium for this endorsement is \$ 350.00

Schedule

Person or Organization	Job Description
ALL ORGANIZATIONS FOR WHOM THE WAIVER OF SUBROGATION IS ISSUED	ALL CALIFORNIA OPERATIONS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/01/2013	Policy No. 3300064144-132	Endorsement No. 1
Insured AMERICAN INSULATION INC		Premium \$

Insurance Company
Cypress Insurance Company

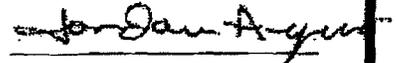
Countersigned by _____

City of Lodi, California
2013 Business Tax Certificate

Lydia Flores
DBA: American Insulation, Inc.
1380 Venture Ln
Turlock, CA 95380

License No: 20448
Corporation
Issued: Jul 22, 2013
Expires: Dec 31, 2013

Certificate granted pursuant to the provisions of Ordinance 1607.
Possession of this certificate shall not authorize, permit, or allow you



RESOLUTION NO. 2013-155

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE PROFESSIONAL
SERVICES AGREEMENT WITH AMERICAN INSULATION TO
ADMINISTER THE LODI LOW-INCOME RESIDENTIAL
WEATHERIZATION PILOT PROGRAM

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WHEREAS, City of Lodi staff offers numerous programs designed to encourage energy efficiency and conservation for residential and non-residential customers; and

WHEREAS, City staff is proposing to implement the Lodi Low-Income Residential Weatherization Pilot Program, designed to assist low-income residential customers in reducing their annual utility costs; and

WHEREAS, the new program would include the installation of designated and approved energy efficiency measures for eligible, residential customers; and

WHEREAS, American Insulation, an experienced firm that serves numerous other publically-owned and privately-owned utilities in California with similar programs, will serve as the program administrator for the City of Lodi.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a professional services agreement with American Insulation to administer the Lodi Residential Low-Income Weatherization Pilot Program in an amount not to exceed \$200,000.

Dated: August 21, 2013

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I hereby certify that Resolution No. 2013-155 was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 21, 2013, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, Mounce, and Mayor Nakanishi

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL-OLSON
City Clerk